



# CITY OF NEWPORT BEACH

## PURCHASING DIVISION

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### Request for Bid No. 5-25

### *Diesel Particulate Matter Control Devices*

### INVITATION FOR BID

Notice is hereby given that sealed bids will be received at the City of Newport Beach Purchasing Division offices, until Wednesday June 9, 2010 at which time they will be publicly opened and read for the furnishing of products/services as described herein in accordance with the stated terms and conditions.

Bids may be returned via U.S. Postal Service or by Courier/Delivery Service (i.e. UPS/FedEx). Depending on the delivery method, please direct your bid responses to the addresses listed below:

**Bids sent by U.S. Postal Service**

City of Newport Beach  
Purchasing Division  
3300 Newport Boulevard  
Newport Beach, CA 92658

**Bids sent by Courier/Delivery Service**

City of Newport Beach  
Purchasing Division  
592 Superior Avenue  
Newport Beach, CA 92663

*When submitting your bid, please mark on the envelope: BID No. 5-25*

You are more than welcome to attend the public bid opening at the City of Newport Beach Purchasing Division office, which will be held at **11:00 A.M. on Wednesday June 9, 2010**. The address is 592 Superior Avenue, Newport Beach, CA 92663 (located in Building H).

If you have any questions or concerns regarding this bid or the bidding process please direct them to me at the contact information listed below. Good luck and thank you for helping the City of Newport Beach through your participation!

With Regards,

Anthony Nguyen  
Buyer, City of Newport Beach Purchasing  
Phone: (949) 644-3080  
Fax: (949) 642-7072  
E-mail: [anguyen@newportbeachca.gov](mailto:anguyen@newportbeachca.gov)

***Bids are due by 11:00 A.M. on Wednesday June 9, 2010***



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#### A. RULES FOR PROVIDING BIDS

1. Late bids will not be accepted. It is the responsibility of the respondent to deliver bids by the proper announced time and date.
2. Bid must be completed in its entirety on the City's Bid forms (pages 4 through 8). Incomplete bids will be rejected.
3. The City of Newport Beach reserves the right to accept or reject any or all bids, to cancel in part or in its entirety this solicitation, to waive any informality, technical defect, or clerical error in the bid document, and to negotiate with any qualified source. Award may be made in any combination most beneficial to the City, including no award. False, misleading, incomplete or unresponsive statements in connection with the submittal may be deemed sufficient cause for rejection. The City shall be the sole judge in making such determinations. By participating in this solicitation, respondent agrees to accept the decision of the Purchasing Buyer as final.
4. If any firm contemplating submitting a bid is in doubt as to the meaning of any part of the bid documents, or finds discrepancies in, or omission from the specifications, that firm may request from the Buyer, an interpretation or correction thereof. The person submitting such a request shall be responsible for its prompt delivery. The City shall not be responsible for any other explanations or interpretation of the bid documents. Whenever a question as to the meaning of any portion of this document arises, the Senior Buyer, Anthony Nguyen, may be reached at (949) 644-3080.
5. Respondent must submit one (1) complete bid response on City-provided bid forms (pages 4 through 8).
6. All prices and notations shall be in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected, **and shall be initialed in ink** by the person signing the bid. Any discrepancies in numbers or calculations shall be interpreted to reflect the lowest price to the City of Newport Beach.
7. In submitting the bid, the respondent acknowledges that the submitter has thoroughly and carefully read and understands the bid document and attachments; agrees to furnish the product at the prices, quantities, and terms and conditions stated; and certifies that the information contained in the bid is true and complete to the best of the respondent's knowledge.

#### B. EQUIPMENT POLICIES

1. All installations shall be made in a neat and professional manner. All equipment, work and materials furnished shall be of standard manufacture and subject to inspection and approval through the General Services Equipment Maintenance Superintendent or designate.
2. The manufacturer furnishing this equipment shall be experienced in the design and construction of such equipment and shall furnish evidence of having supplied similar equipment, which has been in successful operation for a period of not less than one (1) year.
3. This equipment and all its components shall be of the latest model and shall not have been used in demonstration or other service.
4. Where specifications for specific items are not included, manufacturer's standard specifications are satisfactory or they are not applicable to this equipment. The applicable manufacturer's standard specified items must be annotated on the bid.
5. All equipment and accessories shall be installed and comply with the requirements of applicable California Codes and Federal Safety Regulations currently in force. All equipment shall meet all standards of safety for this type of equipment.
6. Quality, construction details, materials, performance characteristics and price will be analyzed by competent City personnel and the equipment which, in their opinion, best serves the interest of the City will be purchased.
7. Deviations from these specifications which exceed specified dimensions, capacity, quality or performance may be considered unless specific or maximum requirements are set, provided the manufacturer submits full description and explanation of and justification for proposed deviations based on acceptable engineering practices.
8. No bids will be considered which in any manner decrease the quality or work performance of the equipment described in these specifications.
9. The equipment specifications in this bid are minimum criteria and do not reflect all factors considered in our decision as to which bid to accept. While bid price is an important factor, the City will also consider the following criteria:
  - a. The extent to which the equipment is compatible with other equipment owned or maintained by the City,
  - b. The extent to which City repair personnel would require additional training to be qualified in maintaining the equipment,
  - c. The extent to which the City would need to purchase parts or tools for routine maintenance,
  - d. The extent to which personnel would require new or additional training to become capable operators with the equipment,
  - e. Other factors relevant to repair costs or down time such as the proximity of the City to facilities capable of major repair service,
  - f. Features or capability above the minimum bid criteria, which would increase the usefulness of the equipment to the City,
  - g. With all other criteria being equal, time of delivery may be considered in the evaluation.



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#### C. TERMS AND CONDITIONS

1. All changes in specifications and/or contract requirements shall be issued in writing. The City of Newport Beach is not responsible for any oral instructions.
2. As applicable, all items furnished under the bid shall meet or exceed the standards established by the California Occupational Safety and Health Act of 1973 and current amendments thereto, provided the end use of the item is for the purpose for which the item is intended.
3. Supplier shall comply with all air pollution control, water pollution, Safety and Health Ordinances and statutes, which apply to the work performed or supplies provided pursuant to the contract including, but not limited to, any requirements specified in State government codes.
4. A purchase order resulting from this invitation for bid will include all City of Newport Beach specifications, terms and conditions contained in this bid unless specifically modified by the City of Newport Beach prior to award. The City of Newport Beach's terms and conditions shall take precedence over other terms and conditions.
5. Patent/Copyright Materials: Supplier shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this contract.
6. This contract shall be constructed and interpreted according to the laws of the State of California.
7. Liability for Damages:
  - a. The Contractor shall be fully responsible for any and all damage done to City property, equipment, or other property of the public premises that result from the Contractor's operations under this contract.
  - b. The Contractor may insure the equipment, materials, and work to cover Contractor's interest in the same. The City will not, under any circumstances, be answerable or accountable for any loss or damage that may happen to said equipment, materials and work, or any part or parts thereof, used and employed in fully completing the contract.
  - c. Contractor shall indemnify and hold harmless the City, its City Council, boards, commissions, officers, agents, servants and employees from and against any and all claims and losses whatsoever, including reasonable attorney's fees, accruing or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, equipment or supplies in connection with the services, work or activities conducted or performed by Contractor pursuant to the Agreement.

#### D. BIDS/AWARDS

1. Please provide your competitive pricing, INCLUDING ANY GOVERNMENT **OR** CO-OPERATIVE AGREEMENT PRICING. Bids that are not filled out completely will be ruled non-responsive and will not be evaluated. Respondent is to complete and include all requested information, including signatures, and return pages 4 through 8 of the bid as the bid submittal.
2. Bids provided may not be withdrawn for a period of thirty (30) days from the bid closing date and will be held valid for this period of time. For those bids which result in a selection for purchase, at no point may those bids be withdrawn without consent from the City of Newport Beach.
3. The City of Newport Beach will not be held responsible for errors in calculations on the bid pricing sheet. Bidder(s) will be held responsible for providing the product as listed at the price as listed on the bid pricing sheet.
4. Bid selection shall be based on a number of criteria including: best possible pricing, delivery time, and other criteria relating to the specifications set forth in this bid document.
5. The City of Newport Beach reserves the right to withdraw this bid at any time without prior notice. Further, the City makes no representations that any agreement will be awarded to any Contractor responding to the bid. The City expressly reserves the right to postpone the opening of proposals for its own convenience and to reject any and all proposals in response to this bid without indicating any reasons for such rejection(s). The City also reserves the right to negotiate with the successful bidder concerning various alternatives.
6. On or before the issuance of a Purchase Order, at the City's request, Contractor shall furnish the City with certification showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with the paragraph below. Such certificates, which do not limit the Contractor's indemnification, shall also contain substantially the following: "Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer afforded coverage shall provide thirty (30) days advance notice to the City of Newport Beach by certified mail."  
Coverage:
  - a. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include third party liability risks, including without limitation, contractual liability.
  - b. Worker's Compensation: Statutory coverage as required by the State of California. However, in no event shall the Employer's Liability Insurance be less than \$1,000,000 per occurrence.
  - c. Commercial Auto Liability and Property Insurance: \$1,000,000 combined single limit per accident for bodily injury and property damage.



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Each bid shall set forth the full names and place of business of all persons and parties interested in this bid. If the bid is by corporation, state the names of the officers who can sign an agreement on behalf of the corporation and whether more than one officer must sign. If the bid is by a partnership or joint venture, state the names of all general partners and joint ventures. If the respondent is a sole proprietorship or another entity that does business under a fictitious name, the bid shall be in the real name of the respondent with a designation following showing "DBA (the fictitious name)"; however, no fictitious name shall be used unless there is a current registration with the Orange County Recorder.

The undersigned, as submitter, declares that all documents regarding this bid have been examined and accepted, and that, if awarded, will enter into a contract with the City of Newport Beach.

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_

Fax: (\_\_\_\_) \_\_\_\_\_

E-mail: \_\_\_\_\_

Federal Tax I.D. Number \_\_\_\_\_

Incorporated: \_\_\_\_\_ Yes \_\_\_\_\_ No

Signature \_\_\_\_\_

Circle One:    Owner                      Partner                      Officer                      Designated Representative

Print/type name signed above: \_\_\_\_\_

Title: \_\_\_\_\_

Company Contact Person: \_\_\_\_\_

Date: \_\_\_\_\_



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#### BID SPECIFICATIONS

The City of Newport Beach is seeking bids for the purchase and installation of four (4) Diesel Particulate Matter Control Devices. Prior to submitting bids, competing firms will be given the opportunity to conduct a thorough inspection of the project vehicles which include:

- One (1) GMC six wheel drive high profile refuse truck
- One (1) Class-8 Mack tractor truck
- One (1) Peterbilt vector truck
- One (1) Sterling vector truck

The scope of this project will be conducted in two phases:

Phase 1: Perform a “Data-log” engine performance scan prior to recommending a DPM control device.

Phase 2: Install the DPM control device.

#### **Bids considered for this project shall include the following:**

- Pricing to perform both phases as described above.
- Only Level three (3) DPM control devices certified by the California Air Resources Board (CARB) will be accepted.

After the bid is awarded, the contractor shall:

Phase 1: Perform the “Data-log” procedure.

Phase 2: Begin installation of the appropriate DCM control device as determined by the results of the “Data-logging” procedure. *All installations of DCM control devices are to be performed on-site at the City of Newport Beach Corporation Yard. Please be sure that your bid reflects these circumstances.*



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#### PRE-BID INSPECTIONS

In order to be able to provide accurate bid pricing, a pre-bid inspection of the vehicles that are to be outfitted with DCM control devices may be necessary. To accommodate this, pre-bid inspections of said vehicles are available at the City of Newport Beach Corporation Yard. Please contact Kyle Brodowski, Equipment Maintenance Superintendant, at 949-718-3464 to schedule an inspection.

#### VEHICLE LIST

The following vehicles are those which the City of Newport Beach is looking to outfit with the DCM control devices referenced in this bid document. Please reference the following unit numbers when providing pricing in the next section of this bid document.

Unit Number	VIN	Engine Year	Group	Engine Family	Engine/Model
3347	4V2DCFME0IV62940	1990	1		Cummins 285HP
3337	2F7XBJBB6YAG80148	1999	2	XCPH0442HSK	CAT 3126
3355	1M1AK06YX6N011000	2005	3	5MKXH11.9HZ0	Mack AC-400
5503	1NPZHD8X5YD712123	1999	2	XCPXH0442HRK	CAT 3126



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### PROJECT PRICING SHEET

Supplier is to provide a bid for Diesel Particulate Matter Control Devices, as described in this bid document. Bid prices shall be held valid for a period of 30 days after bid closing date.

Unit	Specify DCM Control Device	Data-log Price	DCM Control Device Price
3347	Device Make/Model (Write in):	\$ _____	\$ _____
3337	Device Make/Model (Write in):	\$ _____	\$ _____
3355	Device Make/Model (Write in):	\$ _____	\$ _____
5503	Device Make/Model (Write in):	\$ _____	\$ _____

**Total For All Line Items (Data-logging AND DCM Control Device Prices):** \$ \_\_\_\_\_

**Sales Tax:** \$ \_\_\_\_\_

**Delivery/Freight Charges (All installations to be completed on-site at City Corporation Yard):** \$ \_\_\_\_\_

**TOTAL BID AMOUNT:** \$ \_\_\_\_\_



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### OFFER PAGE

The undersigned bidder agrees to furnish and deliver the products and services listed in this Request for Bid, per the specifications listed herein, at the price as listed in this bid submittal. By submitting this bid, the undersigned bidder also agrees to the terms and conditions as set forth in this bid document by the City of Newport Beach.

Bidder certifies that this bid is made without prior understanding, arrangement, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. Bidder certifies that they have not entered into any arrangements or agreement with any City of Newport Beach employee or public officer. Bidder understands that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. Bidder agrees to abide by all conditions of the bid and certify that they are authorized to sign this bid for the submitting firm.

#### "PIGGYBACK" CLAUSE

Bidder shall indicate below if he will extend the same prices, terms, and conditions of his bid to other public agencies: \_\_\_ Yes \_\_\_ No. Bidder's response to this question will not be considered in award of bid. When the Bidder extends the prices, terms, and conditions of this bid to other public agencies, the contract shall be between Bidder and the other agencies, and the City of Newport Beach shall bear no responsibility or liability for the contracts.

Company Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Above Name (printed, typed, etc.) \_\_\_\_\_

**Complete and sign where indicated, and return entire bid package.**  
**This is a formal bid and as such, faxed responses cannot be**  
**accepted. Please refer to Page 1 of this bid document for return**  
**instructions.**